

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of:

Atty. Dkt. No.: 2615-0012

RICCIULLI, Livio

Group Art Unit: 2142

Appl. No.: 10/630,559

Examiner: --

Filed: July 30, 2003

Date: April 4, 2005

Title: **ON-DEMAND OVERLAY ROUTING FOR COMPUTER-BASED COMMUNICATION NETWORKS**Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450**RECEIVED**  
**CENTRAL FAX CENTER****APR 01 2005****Power of Attorney And Revocation of Prior Powers**

Sir:

Submitted herewith is a Revocation of Power of Attorney With New Power of Attorney And Change of Correspondence Address for filing in the above-referenced patent application.

CUSTOMER NUMBER



\* 0 0 0 0 4 2 6 2 4 \*

Respectfully submitted,

By: 

Brian Siritzky

Registration No.: 37,497

04/01/05

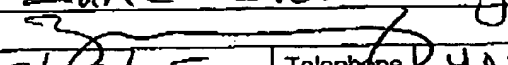
DAVIDSON BERQUIST JACKSON &amp; GOWDEY LLP

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PTO/SB/82 (09-03)  
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<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number:	10/630,559
	Filing Date:	July 30, 2003
	First Named Inventor:	RICCIULLI, Livio
	Group Art Unit:	2142
	Examiner Name:	
	Attorney Docket No.:	2615-0012

I hereby revoke all previous powers of attorney given in the above-identified application			
<input type="checkbox"/> A Power of Attorney is submitted herewith.			
OR			
<input checked="" type="checkbox"/> I hereby appoint the practitioners associated with the Customer Number: <u>42624</u>			
<input checked="" type="checkbox"/> Please change the correspondence address for the above-identified application to:			
<input checked="" type="checkbox"/> The address associated with Customer Number: <u>42624</u>			
OR			
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Country			
Telephone		Fax	
I am the:			
<input type="checkbox"/> Applicant / Inventor			
<input checked="" type="checkbox"/> Assignee of record of the entire interest. See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)			
SIGNATURE of Applicant or Assignee of Record			
Name		Zane Shahroodj	
Signature			
Date		3/29/05 Telephone 408 346 2074	
NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.			
<input checked="" type="checkbox"/> Total of 2 forms are submitted.			

This collection of information is required by 37 CFR 1.35. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.34. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450 Alexandria VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria VA 22313-1450.

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant / Patent Owner: Savvis, Inc.

Application No. / Patent No.: 10/630,559

Filed / Issue Date: July 30, 2003

Entitled: ON-DEMAND OVERLAY ROUTING FOR COMPUTER-BASED COMMUNICATION NETWORKS

Assignee: Savvis, Inc

A Delaware Corporation

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States that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is \_\_\_\_\_ % in the patent application / patent  
identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application / patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

- B. ☒ A chain of title from the inventor(s), of the patent application / patent identified above, to the current assignee shown below:

1. From: Inventor To: SRI International  
The document was recorded in the United States Patent and Trademark Office at Reel 014349 Frame 0121, or for which a copy thereof is attached.

2. From: SRI International To: Digital Island, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: Digital Island, Inc. To: Cable and Wireless Internet Services, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ Frame \_\_\_\_\_, or for which a copy thereof is attached.

4. From: Cable and Wireless Internet Services, Inc. To: Savvis Asset Holdings, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ Frame \_\_\_\_\_, or for which a copy thereof is attached.

5. From: Savvis Asset Holdings, Inc. To: Savvis, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ Frame \_\_\_\_\_, or for which a copy thereof is attached.

6. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ Frame \_\_\_\_\_, or for which a copy thereof is attached.

☒ Copies of assignments or other documents in the chain of title are attached.

[Note: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee

[Signature]  
Signature  
Zane Shalovsky  
Printed or Typed Name  
Senior Corporate Counsel  
Title

3/29/05  
Date  
408 346 2074  
Telephone Number

This collection of information is required by 37 CFR 1.59. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

## EXHIBIT A-2

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Agreement") is entered into as of November 24, 1999, (the "Effective Date"), by and among SRI International ("SRI"), a California nonprofit public benefit corporation, and Digital Island, Inc. ("Digital Island"), a Delaware corporation.

WHEREAS, SRI and Digital Island have entered into the Technology Purchase Agreement dated as of November 24, 1999 (the "Purchase Agreement"), pursuant to which SRI has, among other things, agreed to assign to Digital Island United States Patent Application No. 09/336,487, which was filed on June 18, 1999 ("Assigned Application"), and

WHEREAS, in connection with the transactions contemplated by this Agreement Digital Island and SRI entered into a License Agreement dated as of November 24, 1999 (the "License Agreement") pursuant to which Digital Island granted to SRI a restricted license under the Assigned Application;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Purchase Agreement and the License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### ARTICLE 1 SRI PATENT APPLICATION

"SRI Patent Application" shall mean the United States Patent Application No. 09/336,487 which was filed on June 18, 1999 by SRI, the underlying inventions described therein and any and all patents and patent applications whether U.S. or foreign, owned by SRI and claiming priority therefrom, including any extensions, continuations, continuations-in-part, divisions, reissues and renewals of any of the foregoing, or foreign equivalents thereof; and all rights and privileges pertaining to the foregoing, including all rights to sue or bring other actions (including collection of damages) for past, present and future infringement thereof.

#### ARTICLE 2 ASSIGNMENT

SRI hereby transfers, conveys, and assigns to Digital Island, free and clear of all Encumbrances, all of SRI's rights, title and interest throughout the world in, to, and under the SRI Patent Application. For the purposes of this Agreement, "Encumbrance" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale contract, title retention contract or other contract to give any of the foregoing.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

DIGITAL ISLAND, INC.

By: [Signature]  
Name: ALAN LEONARD  
Title: CTO/VP Engineering

SRI INTERNATIONAL

By: [Signature]  
Name: William S. Mark  
Title: Vice President, Information and Computing Sciences

Technology Purchase Agreement

Page 16 of 18

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of this 13 day of February, 2004, by and between Cable & Wireless USA, Inc. ("CWUSA"), a Delaware corporation, and Cable & Wireless Internet Services, Inc., a Delaware corporation, ("CWIS," and together with CWUSA and their respective subsidiaries set forth on Annex I to the Asset Purchase Agreement, as defined below, the "Sellers") on the one hand (each an "Assignor" and collectively, "Assignors"), and Savvis Asset Holdings, Inc., a Delaware corporation ("Assignee"), on the other hand. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of January 23, 2004 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell and Assignee has agreed to purchase the Acquired Assets in accordance with the Asset Purchase Agreement; and

WHEREAS, Assignee wishes to acquire and Assignors wish to assign all of their respective right, title and interest in and to the following intellectual property, with each such Assignor assigning the intellectual property with which it is identified as set forth on the attached Schedules: (i) those United States patents and patent applications identified and set forth on Schedule A and the non-United States patents and patent applications identified and set forth on Schedule B (collectively, the "Patents"); (ii) those United States trademark registrations and trademark applications identified and set forth on Schedule C, and the non-United States trademark registrations and trademark applications identified and set forth on Schedule D, in each case, together with all of the goodwill associated therewith (collectively, the "Trademarks"); (iii) those United States copyrights identified and set forth in Schedule E (the "Copyrights"), and (iv) those domain name registrations identified and set forth on Schedule F (the "Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Each Assignor does hereby sell, assign, transfer, convey and set over to Assignee, all of such Assignor's right, title and interest in and to (i) the Patents, all inventions claimed or disclosed therein, all reissues, reexaminations, continuations, extensions, divisions, supplemental protections thereof and all U.S. and foreign applications and patents or registrations relating thereto; (ii) the Trademarks, together with all extensions and renewals thereof, and all common law rights thereto; (iii) the Copyrights, together with all extensions, reversions and renewals thereof; and (iv) the Domain Names, for Assignee's use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together, with respect to the foregoing, with all income, royalties, damages or payments due or payable as of the effective date of this Assignment and thereafter, including, without limitation, all claims for damages and other relief by reason of past, present or future infringement, dilution, violation, misuse or other unauthorized use of the Patents, Trademarks, Copyrights and Domain Names, with all rights to sue for, and collect the same for Assignee's use

and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

This Assignment shall not become effective unless and until the occurrence of the Final Escrow Closing (as such term is defined in the Closing Escrow Agreement). Should such Final Escrow Closing not occur, this Assignment shall not be, or ever become, valid or enforceable.

Assignors agree to perform such other acts and to execute, acknowledge and/or deliver subsequent to the Closing, such other instruments, documents and other materials which the Assignee, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Patents, Trademarks, Copyrights and Domain Names assigned hereunder or for the collection and enforcement of any claim or right of any kind hereby intended to be sold, conveyed, transferred, assigned and delivered, or intended so to be. If the parties to this Assignment agree that any Patent, Trademark, Copyright or Domain Name was intended by them to be an Acquired Asset was inadvertently not transferred to Assignee as an Acquired Asset under the terms of that certain Bill of Sale and Assignment entered into between the parties as of even date herewith, the parties to this Assignment shall take such actions as may be required to properly convey such Patent, Trademark, Copyright or Domain Name to Assignee hereunder, including without limitation the execution of an amendment to this Assignment.

Assignors hereby request the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Patents, Trademarks, Copyrights and Domain Names to Assignee.

Assignors hereby request the Commissioner of Patents and Trademarks, the Register of Copyrights of the United States and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents, Trademarks, Copyrights and Domain Names.


This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

\* \* \* \* \*

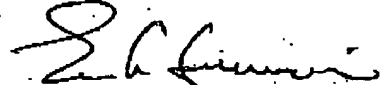
IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be signed by the undersigned officers thereunto duly authorized on the date first above written.

**Assignors**

CABLE &amp; WIRELESS USA, INC.

  
Name: Eric A. Simonsen  
Title: Vice President

CABLE &amp; WIRELESS INTERNET SERVICES, INC.

  
Name: Eric A. Simonsen  
Title: Vice President

**Assignee**

SAVVIS ASSET HOLDINGS, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be signed by the undersigned officers thereunto duly authorized on the date first above written.

**Assignors****CABLE & WIRELESS USA, INC.****CABLE & WIRELESS INTERNET SERVICES, INC.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Assignee****SAVVIS ASSET HOLDINGS, INC.**Name: Grier C. RaclinTitle: Chief Legal Officer + Corporate Secretary

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